

CH

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NORTHSHORE STEEL, INC.	)	Civil Action No. 08cv2147
)	
Plaintiff,	)	Judge Pallmeyer
)	
vs.	)	Magistrate Judge Denlow
)	
RELIABLE GALVANIZING)	
COMPANY,)	
)	
Defendant.)	

FILED

JUN 02 2008 YM
Jun 02 2008
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

**PLAINTIFF NORTHSHORE STEEL, INC.'S
RULE 15 MOTION TO AMEND ITS PLEADING AND
MEMORANDUM IN SUPPORT THEREOF**

Northshore Steel, Inc. ("NSS") moves to amend its pleading pursuant to Rule 15 of the Federal Rules of Civil Procedure. In support of its motion NSS states:

INTRODUCTION

NSS served its original Complaint on Reliable Galvancing Company ("Reliable") on April 21, 2008. Thereafter, Reliable moved to dismiss NSS's Complaint on the basis that Plaintiff's Complaint was deficient under F.R.Civ.P. 12(b)(6), or in the alternative, Reliable moved for a more definite statement pursuant to F.R.Civ.P. 12(e).¹ NSS then prepared and sent to Reliable a copy of its Amended Complaint in the form attached hereto as Exhibit A. Reliable has indicated that the Amended Complaint is a sufficient response to its motion to dismiss and that it will stipulate to the motion to amend.

¹ Defendant's Motion to Dismiss and Memorandum in Support Thereof, p. 1 (Reliable Memo). This Motion of Reliable, was originally scheduled to be heard before the Court on May 28, 2008, but has been continued to a later date.

ARGUMENT

F.R.Civ.P. 15(a)(2) provides that:

(2) Other Amendments. In all other cases, a party may amend its pleading only with the opposing party's written consent or the Court's leave. The Court should freely give leave when justice so requires.

In *Aircraft Gear Corporation vs. Kaman Aerospace Corporation*, 875 F.Supp. 485, 488

(N.E. Ill., 1995) the Court reflected on the principals of Rule 15(a) as follows:

... the decision on whether justice so requires is committed to the discretion of the trial judge (*Zenith Radio Corp. vs. Hazeltine Research, Inc.*, 401 U.S. 321, 330, 91 S.Ct. 795, 802, 28 L.Ed. 77 (1971), to be determined on the basis of the factors set forth in *Forman vs. Davis*, 371 U.S. 178, 182, 83 S.Ct. 227, 230, 9 L.Ed.2d 222 (1962).

If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, he ought to be afforded an opportunity to test his claim on the merits. In the absence of any apparent or declared reason-such as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.-the leave sought should, as the rules require, be 'freely given.'

NSS is requesting leave to amend its Complaint in the form attached in order to more clearly set forth its statements of claim against Defendant in furtherance of F.R.Civ.P. 8(a)(2).²

² Fed.R.Civ.P. 8(a)(2) provides that a pleading set forth "a short and plain statement of the claim showing that the pleader is entitled to relief." Rule 8(a)(2) has been interpreted to mean that a "complaint need only be sufficiently detailed to 'give defendant fair notice of what the ... claim is and the grounds upon which it rests'" *Equal Employment Opportunity Comm'n vs. Concentra Health Serv., Inc.*, 496 F.3d 773, 779 (Circ. 2007) quoting *Conley vs. Gibson*, 355 U.S. 41, 47, 78 S.Ct. 99, 2L.Ed.2d 80 (1957). While NSS believes that the allegation in its original Complaint met that standard because it did contain a minimal level of factual detail, NSS has amended its original Complaint in the form attached and marked Exhibit A to give Reliable more information so that this case can proceed on its merits "rather than through mis-steps in pleading" 2 *James Wm. Moore, et al., Moore's Federal Practice*, Section 804 (3d ed. 2006) cited by the Court in *Equal Employment Opportunity Comm'n, supra*.

Allowance of NSS's Amended Complaint in no way prejudices the Defendant and in fact greatly aids it before discovery is even commenced. There is no undue delay in granting this amendment and the Amended Complaint more than meets the requirements of F.R.Civ.P. 8(a)(2).

CONCLUSION

This request by NSS for leave to amend its Complaint will allow its claims to proceed on their merits without any prejudice to Defendant or undue delay to the parties or this Court. For those reasons, the motion of NSS pursuant to F.R.Civ.P. 15(a)(2) is appropriate.

Dated: May 30, 2008.

RESPECTFULLY SUBMITTED,

KENNETH D. BUTLER, LTD.

By Kenneth D. Butler

Kenneth D. Butler (MN #13791)
11 East Superior Street, #555
Duluth, Minnesota 55802
Telephone: (218) 625-2264

Attorney for Plaintiff

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NORTHSHORE STEEL, INC.	)	Civil Action No. 08cv2147
)	
Plaintiff,	)	Judge Pallmeyer
)	
vs.	)	Magistrate Judge Denlow
)	
RELIABLE GALVANIZING)	
COMPANY,)	
	)	JURY TRIAL DEMANDED
Defendant.)	

AMENDED COMPLAINT AT LAW

NOW COMES the Plaintiff, Northshore Steel, Inc., by and through its attorney, Kenneth D. Butler of Kenneth D. Butler, Ltd., 11 East Superior Street, Suite 555, Duluth, Minnesota 55802, and complaining of Defendant Reliable Galvanizing Company, alleges the following:

JURISDICTION

1. Plaintiff is a corporation incorporated under the laws of the State of Minnesota, having its principal place of business located at 1528 Highway #2, Two Harbors, MN 55616.
2. Defendant is a corporation incorporated under the laws of the State of Illinois, having its principal place of business located at 819 West 88th Street, Chicago, Illinois 60620.
3. That this cause involves an amount in controversy in excess of Seventy-five Thousand and no/100 Dollars (\$75,000.00), exclusive of costs and interest.
4. The subject matter jurisdiction is proper pursuant to 28 U.S.C. §1332.

VENUE

1. That the occurrence giving rise to this litigation occurred within the Northern

District of Illinois in the City of Chicago, Illinois.

2. That venue is proper within the Northern District of Illinois pursuant to 28 U.S.C. §1391.

FACTS

1. In the spring of 2006 a representative of Plaintiff contacted Defendant by telephone and facsimile transmission to learn if Defendant could galvanize fabricated steel trusses manufactured by Plaintiff in Two Harbors, Minnesota. Attached as Exhibit A is a description of the trusses prepared by the Plaintiff and faxed to Defendant. The notations on Exhibit A are mainly those of a representative of Defendant and show, among other things, a price of 16 cents per pound for Defendant to fabricate the trusses.
2. Around the same time a verbal argument was reached between the Plaintiff and Defendant for Defendant to galvanize the fabricated steel trusses and other steel material shipped to it by Plaintiff at 15 cents per pound.
3. Said verbal agreement between Plaintiff and Defendant further required Defendant to ship the galvanized trusses and other steel material F.O.B. 819 West 88th Street, Chicago, Illinois 60620 to Consumers Energy, J.H. Campbell Complex at 17000 Croswell, West Olive, Michigan 49460 ("Jobsite"). Consumers Energy ("Owner") was the owner of the facility being built at that location ("Project"). Lakehead Constructors, Inc., 2916 Hill Avenue, Superior, Wisconsin 54880 ("Lakehead") was the Owner's General Contractor for the Project.
4. Defendant assigned a Purchase Order No. 4806 to its agreement with Plaintiff.
5. Attached as Exhibit B are copies of Plaintiff's bills of lading dated June 28, 2006 and

June 29, 2006 showing 16 trusses (plus other steel material) shipped to Defendant for galvanizing.

6. Attached as Exhibit C are Defendant's invoices to Plaintiff for the cost of galvanizing the trusses.
7. Attached as Exhibit D is a copy of the material certifications for the galvanized steel sent Plaintiff by Defendant which shows Plaintiff's purchase order assigned to it by Defendant and indicating that the galvanized steel was shipped via Brown's on July 25, 2006 and July 28, 2006.
8. Attached as Exhibit E is a copy of the shipping orders for the galvanized fabricated trusses shipped by Defendant F.O.B. 819 West 88th Street, Chicago, Illinois 60620-2668 to the Jobsite on or about July 25, 2006.
9. When the galvanized fabricated steel trusses were delivered to the Jobsite they were found to be damaged, as evidenced by Exhibit E and the Receiving Inspection Report from the Owner, which Report is attached hereto as Exhibit F.
10. Plaintiff was under contract with Lakehead to manufacture these trusses to the engineers' specifications and deliver them to the Jobsite undamaged and ready to be used for their intended purpose.
11. The Owner, upon discovering the defective trusses, was concerned about their competency and required load testing and other testing be performed to determine their integrity.
12. The cost of the truss test procedure required to load test each of the trusses together with the costs associated with the repair of the trusses, including the bad welds, was

\$269,556.82. Lakehead subsequently deducted this amount from the amount due it under its contract with Plaintiff.

**COUNT I
BREACH OF CONTRACT**

13. Plaintiff realleges and incorporates Items 1 through 12 above as though fully set forth herein and further alleges:
14. Defendant breached its agreement with Plaintiff by delivering Plaintiff's galvanized trusses to the Jobsite in a defective and damaged condition requiring repairs and load testing to each truss to Plaintiff's detriment in the amount of \$269,556.82.
15. Plaintiff performed all of the terms and conditions required of it under its agreement with Defendant.

**COUNT II
BREACH OF IMPLIED WARRANTIES**

16. Plaintiff realleges and incorporates Items 1 through 15 above as though fully set forth herein and further alleges:
17. The galvanizing to be performed by Defendant to Plaintiff's trusses and other steel material shipped to Defendant by Plaintiff constituted a product under the Illinois Uniform Commercial Code ("Code").
18. The galvanized fabricated trusses delivered to the Jobsite by the Defendant were subject to the implied warranty of merchantability prescribed by the Code because Defendant held itself out as a merchant of galvanized steel products.
19. The galvanized trusses delivered to the Jobsite by Defendant were subject to the implied warranty of fitness for a particular purpose prescribed by the Code, because the

Defendant knew of the particular purpose for which the galvanized trusses were being used and further, Defendant knew that Plaintiff was relying on Defendant's expertise that the fabricated trusses, once galvanized, would be suitable for the purpose intended by Plaintiff.

20. Defendant breached its warranties of merchantability and fitness for a particular purpose to Plaintiff by delivering Plaintiff's galvanized steel trusses to the Jobsite in a defective and damaged condition.

COUNT III DAMAGES

21. Plaintiff realleges and incorporates Items 1 through 20 above as though fully set forth herein and further alleges:
22. Because of Defendant's breaches of contract and breaches of warranty, Plaintiff has sustained substantial and extensive losses in the following amounts: excess costs incurred in load testing each of the trusses as well as repairing each of the trusses in the amount of \$269,556.82.
23. As a direct result of the breaches of warranty by Defendant, Plaintiff has sustained total damages, and has the right to recover the amount, of \$269,556.82 together with interest.
24. Although demand has been made on Defendant to pay the amount of Plaintiff's damages, Defendant has refused to pay any portion of it.

JURY TRIAL DEMAND

Plaintiff demands trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant in the sum of \$269,556.82, plus costs and disbursements, and for such other legal and equitable relief as the Court deems just and appropriate.

Dated: May 30, 2008.

KENNETH D. BUTLER, LTD.

By Kenneth D. Butler

Kenneth D. Butler, (MN #13791)
11 East Superior Street, #555
Duluth, Minnesota 55802
Telephone: (218) 625-2264

Attorney for Plaintiff

Tagging/Stamping

Slip coefficients

Will Marking Paint?

Black on sides of Beams

Marking besides soapstone?

3-4" Bow for joint

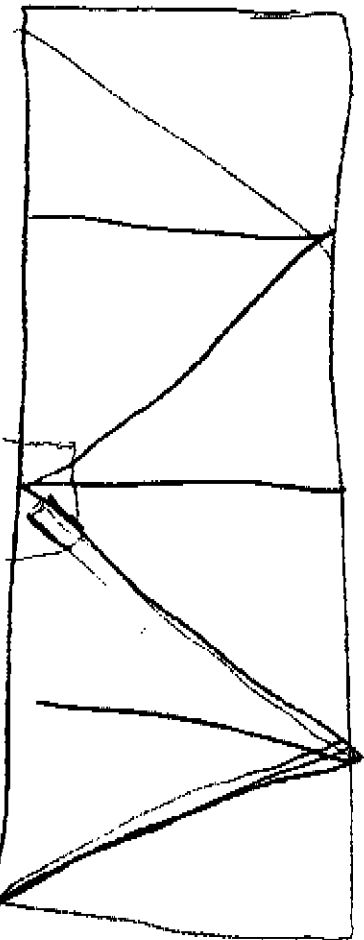
Tank

54 54 Deep

Will Warp

wave like

8-6



1 Deep

Fax - 773-7887100
1-888-651-2504

Reliable - ~~Date~~

Qs - Mike

Inspections

~~15/16~~ ~~15/16~~

6% weight gain

EXHIBIT A

Tan Longill 14

1-800-Hot spec

Tech support

Galv w/coal

• 15/16

includes

trusses

The property described below, in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property at all or any portion of said route to destination, and as to each party at any time interested in said property, that the carrier or carriers and the party or parties shall be bound to observe the provisions of the Uniform Freight Bill of Lading set forth (3) in Uniform Freight Classification and to the other terms, conditions and provisions of the Uniform Freight Bill of Lading set forth (3) in Uniform Freight Classification.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

As

EXHIBIT B

Date

SHIPPER'S NO

6/28 1950

5680

CARRIER

CARRIER'S NO.

BY

Jeff Foster

10015

DELIVERING CARRIAGE

CAR OR VEHICLE
INITIALS & NO.

7015A

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of Consignor)

It charges are to be prepaid write or stamp here, "To be Prepaid."

PREPAID

Received \$ _____
to apply in prepayment of the
charges on the property described
hereon.

Agent or Cashier.

Per _____
(The signature here acknowledges
only the amounts prepaid.)

Charges Advanced

SHIPPERS CERTIFICATION: This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SIGNATURE _____ TITLE _____

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is a "carrier's or shipper's weight". Shipper's imprints in lieu of stamp are a condition of Bill of Lading accepted by the Interstate Commerce Commission.

Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding:

THIS SHIPMENT IS CORRECTLY DESCRIBED.

CORRECT WEIGHT IS LBS

† The fibre boxes used for this shipment conform to the specifications set forth in the box makers certificate thereon, and all other requirements of the Consolidated Freight Classification.

Paper

Shipped

Shipper, Per

Agent, Per

Permanent post office address of shipper

FOHM 12254 RAPIDFORMS, INC., THOROFARE, NJ 08088-9499

4

Northshore Steel, Inc.
1528 HWY 2
TWO HARBORS, MN 55616
PHONE (218) 834-2485
FAX (218) 834-6162

SHIPPING TICKET
Ticket No: 4801
Our Job No: 4806
Page 1 of 2
Ship Date: 06-28-06

Project Name: CONSUMERS ENERGY
***** Sold to *****
LAKEHEAD CONSTRUCTORS, INC.
2916 HILL AVE
SUPERIOR, WI 54880

***** Ship to *****
CONSUMERS ENERGY
HOLLAND, MI

Ship Via: JEFF FOSTER
Remark:

Total Shipment Weight: 40,060 lbs.

*****				*****			
QTY ---MARK--- SEQ -----DESCRIPTION-----				---LENGTH---	---WEIGHT---		
					EACH	TOTAL	

7	2102-1		PL 5/16 x 18 1/8	1'10 7/8	37	258	
10	2102-2		PL 5/16 x 17 3/8	1'11 3/8	36	361	
7	2102-3		PL 5/16 x 17 3/8	1' 9	32	227	
12	2102-4		PL 5/16 x 16 1/16	1' 6 3/4	27	321	
18	2102-5		PL 5/16 x 15 7/8	1' 5 1/2	25	444	
12	2102-6		PL 5/16 x 14 11/16	1' 5 3/8	23	272	
24	2103-1		L 3 x 3 x 3/16	6' 6	24	579	
16	2103-2		L 3 x 3 x 1/4	6' 0 3/16	29	472	
24	2103-3		L 3 x 3 x 3/16	6' 0 3/16	22	536	
28	2103-4		L 3 x 3 x 1/4	6' 1 7/8	30	845	
4	2103-5		L 3 x 3 x 1/4	6' 6	32	127	
14	2109-1		L 2 1/2 x 2 1/2 x 1/4	6' 9 3/4	28	391	
20	2109-3		L 2 1/2 x 2 1/2 x 1/4	6' 5 3/16	26	527	
14	2109-5		L 2 1/2 x 2 1/2 x 1/4	6' 7 5/8	27	381	
12	2110-1		PL 5/16 x 9 11/16	1' 5 7/8	15	185	
14	2110-2		BAR 5/16 x 4	1' 5 1/2	6	87	
18	2110-3		PL 5/16 x 10 1/2	1' 5 1/2	16	294	
10	2110-4		BAR 5/16 x 4	1' 6	6	64	
12	2110-5		PL 5/16 x 10 1/4	1' 6 1/8	17	198	
2	2111-1		PL 5/16 x 10 15/16	1' 6 1/16	18	35	
1	2111-2		BAR 5/16 x 4	1' 6	6	6	
2	2111-3		PL 5/16 x 9 1/16	1' 7 1/16	15	31	
4	2111-4		PL 5/16 x 8 1/8	1' 9 3/4	16	63	
2	2111-5		BAR 5/16 x 4	1' 7	7	13	
4	2111-6		PL 5/16 x 10 13/16	1' 5 1/16	16	66	
2	2111-7		PL 5/16 x 9 1/2	1' 6 3/4	16	32	
1	2111-8		BAR 5/16 x 4	1' 5 1/2	6	6	
2	2111-9		PL 5/16 x 9 15/16	1' 5 5/8	16	31	
1	2127-1		TRUSS		3,599	3,599	
1	2128-1		TRUSS		4,659	4,659	
1	2129-1		TRUSS		4,659	4,659	
1	2130-1		TRUSS		3,873	3,873	
1	2131-1		TRUSS		3,874	3,874	
1	2133-1		TRUSS		3,883	3,883	
1	2134-1		TRUSS		4,245	4,245	

NAME IN FULL

Received By: _____

Date: _____

Northshore Steel, Inc.
 1528 HWY 2
 TWO HARBORS, MN 55616
 PHONE (218) 834-2485
 FAX (218) 834-6162

SHIPPING TICKET
 Ticket No: 4801
 Our Job No: 4806
 Page 2 of 2
 Ship Date: 06-28-06

Project Name: CONSUMERS ENERGY
 ***** Sold to *****
 LAKEHEAD CONSTRUCTORS, INC.
 2916 HILL AVE
 SUPERIOR, WI 54880

***** Ship to *****
 CONSUMERS ENERGY
 HOLLAND, MI

Ship Via: JEFF FOSTER
 Remark:

Total Shipment Weight: 40,060 lbs.

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
1	2135-1		TRUSS		4,245	4,245	
4	2407-2		PL 1/2 x 8 1/2	1' 6	22	87	
4	2407-3		PL 1/2 x 7 1/2	1' 0	13	51	
8	2407-4		BAR 1/2 x 2 1/2	1' 0	4	34	

NAME IN FULL

Received By: _____

Date: _____

14 of 25 BY TRUCK ☐ FREIGHT ☐

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

FORM 12254 RAPIDFORMS, INC., THORNTON, NJ 08066-9499

Northshore Steel, Inc.
1528 HWY 2
TWO HARBORS, MN 55616
PHONE (218) 834-2485
FAX (218) 834-6162

SHIPPING TICKET
Ticket No: 4802
Our Job No: 4806
Page 1 of 2
Ship Date: 06-29-06

Project Name: CONSUMERS ENERGY

***** Sold to *****

***** Ship to *****
RELIABLE GALVANIZING
819 WEST 88TH STREET
CHICAGO, IL 60620

Ship Via: jeff foster

Total Shipment Weight: 26,932 lbs.

Remark:

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
2	2105-1		PL 5/16 x 16 7/8	1' 5 3/4	27	53	
1	2105-10		PL 5/16 x 17 3/8	1' 9	32	32	
1	2105-11		PL 5/16 x 16	2' 8 1/4	46	46	
1	2105-12		PL 5/16 x 17 1/2	1' 9	33	33	
2	2105-2		PL 5/16 x 7 3/16	2' 3	17	35	
2	2105-3		PL 5/16 x 9	1' 11 1/8	19	37	
2	2105-4		PL 5/16 x 15 15/16	1' 7 1/16	27	54	
2	2105-5		PL 5/16 x 16 5/16	1' 7 1/16	28	55	
2	2105-6		PL 5/16 x 6 1/8	2' 3 1/2	15	30	
2	2105-7		PL 5/16 x 9 3/16	1' 9 5/8	18	35	
2	2105-8		PL 5/16 x 15 1/16	1' 7 3/16	26	51	
1	2105-9		PL 5/16 x 16 1/2	2' 5 7/8	44	44	
2	2107-1		PL 5/16 x 20 3/4	1' 10 1/16	41	81	
2	2107-2		PL 5/16 x 14 1/2	1' 8 1/16	26	52	
2	2107-3		PL 5/16 x 16 5/16	1' 7 3/8	28	56	
2	2107-4		PL 5/16 x 16	1' 6 7/8	27	54	
2	2107-5		PL 5/16 x 16 1/16	1' 6 11/16	27	53	
1	2107-6		PL 5/16 x 15 1/2	2' 10 1/8	47	47	
1	2107-7		PL 5/16 x 16 15/16	2' 10	51	51	
1	2107-8		PL 5/16 x 17 3/8	1' 9	32	32	
1	2107-9		PL 5/16 x 17 1/2	1' 10 1/8	34	34	
2	2114-1		PL 5/16 x 10 5/8	1' 5 3/8	16	33	
1	2114-10		BAR 5/16 x 4	1' 10	8	8	
2	2114-2		PL 5/16 x 16 7/16	1' 5 3/8	25	51	
2	2114-3		PL 5/16 x 13 3/16	1' 4 11/16	20	39	
2	2114-4		PL 5/16 x 10 7/8	1' 1 3/16	13	26	
2	2114-5		PL 5/16 x 10 13/16	0' 11 3/4	11	23	
2	2114-6		PL 5/16 x 10 13/16	1' 6 3/16	17	35	
1	2114-7		BAR 5/16 x 4	1' 8	7	7	
1	2114-8		BAR 5/16 x 4	1' 7	7	7	
1	2114-9		BAR 5/16 x 4	1' 6	6	6	
2	2115-1		PL 5/16 x 15 1/8	1' 4 13/16	23	45	
2	2115-2		PL 5/16 x 10 1/8	1' 3 1/8	14	27	
4	2115-3		PL 5/16 x 9 1/16	1' 10 13/16	18	74	
1	2115-4		PL 5/16 x 17 3/8	1' 11 1/2	36	36	

NAME IN FULL

Received By: _____

Date: _____

Northshore Steel, Inc.
1528 HWY 2
TWO HARBORS, MN 55616
PHONE (218) 834-2485
FAX (218) 834-6162

SHIPPING TICKET
Ticket No: 4802
Our Job No: 4806
Page 2 of 2
Ship Date: 06-29-06

Project Name: CONSUMERS ENERGY

***** Sold to *****

***** Ship to *****
RELIABLE GALVANIZING
619 WEST 88TH STREET
CHICAGO, IL 60620

Ship Via: jeff foster

Total Shipment Weight: 26,932 lbs.

Remark:

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
1	2115-5		BAR 5/16 x 4	2' 1	9		9
1	2117-1		PL 5/16 x 10 1/8	1' 5 5/16	16		16
2	2117-2		PL 5/16 x 10 1/8	1' 4 7/8	15		30
2	2117-3		PL 5/16 x 10 1/16	0'11 1/8	10		20
1	2117-4		PL 5/16 x 18 3/16	2' 0 3/4	40		40
1	2117-5		BAR 5/16 x 4	1' 6	6		6
1	2117-6		PL 5/16 x 9 11/16	0'11 9/16	10		10
1	2120-1		TRUSS		3,168		3,168
1	2121-1		TRUSS		3,093		3,093
1	2122-1		TRUSS		3,312		3,312
1	2123-1		TRUSS		3,312		3,312
1	2124-1		TRUSS		2,526		2,526
1	2125-1		TRUSS		2,526		2,526
1	2126-1		TRUSS		3,599		3,599
1	2132-1		TRUSS		3,883		3,883

=====

NAME IN FULL

Received By: _____

Date: _____

**RELIABLE GALVANIZING CO.**

819 W. 88th Street Chicago, Illinois 60620-2668

Phone (773) 651-2500

FAX (773) 488-7100

email: info@reliablegalvanizing.com

American Galvanizers Association



INVOICE #: 20192

Page 1

EXHIBIT C

Terms: 1/2 of 1% 10 Days net 30 Days

PURCHASE ORDER NO.	DATE INVOICED	FREIGHT	F.O.B.	SHIPPED VIA
4806	07/25/06	COLLECT	819 W. 88TH STREET CHICAGO, ILL. 60620-2668	BROWN'S

NOR011

NORTH SHORE STEEL INC.

SOLD TO P.O. BOX 247

TWO HARBORS, MN 55616

CONSUMER ENERGY

J.H. CAMPBELL COMPLEX

17000 CROSWELL

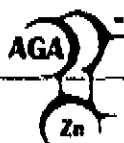
WEST OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT	PRICE PER CWT	AMOUNT
1	GALV. FABRICATED STEEL PARTIAL ORDER	35,100	15.00	5,265.00
Entered				
		35,100		5,265.00
PAY THIS AMOUNT →				

THE GOODS OR SERVICES COVERED BY THIS INVOICE ARE FURNISHED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.
CLAIMS MUST BE MADE WITHIN 10 DAYS AFTER DELIVERY. MERCHANDISE NOT TO BE RETURNED WITHOUT OUR PERMISSION.

INVOICE

Invoice 5 8/13 6025.00
Not Here 8/31 3422.00



Member American Galvanizers Association

**RELIABLE GALVANIZING CO.**

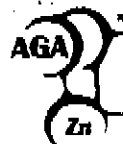
819 W. 88th Street Chicago, Illinois 60620-2668

Phone (773) 651-2500

FAX (773) 488-7100

email: info@reliablegalvanizing.com

American Galvanizers Association



INVOICE #: 20193

Page 1

Terms: 1/2 of 1% 10 Days net 30 Days

PURCHASE ORDER NO.	DATE INVOICED	FREIGHT	F.O.B.	SHIPPED VIA
4806	07/25/06	COLLECT	819 W. 88TH STREET CHICAGO, ILL. 60620-2668	BROWN'S

VOR011

SOLD TO
NORTH SHORE STEEL INC.
P.O. BOX 247
TWO HARBORS, MN 55616

SHIP TO
CONSUMER ENERGY
J.H. CAMPBELL COMPLEX
17000 CROSWELL
WEST OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT	PRICE PER CWT	AMOUNT
1	GALV. FABRICATED STEEL PARTIAL ORDER	27,460	15.00	4,119.00
Entered				
		27,460		4,119.00

PAY THIS AMOUNT →

THE GOODS OR SERVICES COVERED BY THIS INVOICE ARE FURNISHED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.
CLAIMS MUST BE MADE WITHIN 10 DAYS AFTER DELIVERY. MERCHANDISE NOT TO BE RETURNED WITHOUT OUR PERMISSION.

INVOICE



Member American Galvanizers Association

09/26/2006 01:19 PM 0490F_50940

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS

819 WEST 88TH STREET
CHICAGO, IL 60620
Phone: 773-651-2500
Fax: 773-488-7100

**Reliable Galvanizing
Co.**

EXHIBIT D

Fax

To: MR. DAVID LARSON

From: KAWATA DIXON

NORTHSHORE STEEL, INC.

Fax: 218-834-6162

Date: August 2, 2006

Phone: 218-834-2485

Pages: 4

Re: MATERIAL CERTIFICATIONS

CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Mr. Larson:

Attached please find the material certifications for the galvanized steel shipped via Brown's on 7/25/06 and 7/28/06. Please contact us if you need anything more.

We appreciate your business!

Sincerely yours,

Kavata Dixon

819 WEST 88TH STREET
CHICAGO, ILLINOIS 60619

(773) 488-7100

FAX: (773) 488-7100

email: info@reliablegalv.com

RELIABLE GALVANIZING CO.

WE CERTIFY THAT

OUR INVOICE

1 PIECES OF PART GALV FABRICATED STEEL

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Subscribed and sworn to before me on:

07/25/06

Notary Public



Member-American Galvanizers Association

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS



RELIABLE GALVANIZING CO.

819 WEST 88TH STREET
CHICAGO, ILLINOIS 60620-2668
(773) 651-2500
FAX: (773) 488-7100

email: info@reliablegalvanizing.com

WE CERTIFY THAT

OUR INVOICE # 1000

1	PIECES OF PART	GALV. FABRICATED STEEL
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

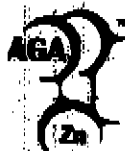
HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Subscribed and sworn to before me on:

07/25/06

Notary Public



Member-American Galvanizers Association
RELIABLE MEETS ALL YOUR GALVANIZING NEEDS



RELIABLE GALVANIZING CO.

819 WEST 88TH STREET
CHICAGO, ILLINOIS 60619-2008
(773) 651-2500
FAX: (773) 485-7100

email: info@reliablegalvanizing.com

WE CERTIFY THAT

OUR INVOICE #

1 PIECES OF PART GALV. FABRICATED STEEL

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Subscribed and sworn to before me on:

07/28/06

Notary Public



Member-American Galvanizers Association

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS

TOTAL P.04

JAN-08-2007 10:25 LCI MI
Uniform Domestic Straight Bill of Lading adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.

**UNIFORM STRAIGHT BILL OF LADING
THIS SHIPPING ORDER**

must be legibly filled in, in ink, indelible Pencil, or in Carbon and retained by the Agent.

EXHIBIT E

INVOICE # 20192

COMPANY

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

Page 1

FROM RELIABLE GALVANIZING CO.

PURCHASE ORDER NO. 4906	DATE SHIPPED 07-25-06	FREIGHT COLLECT	P.O.B. 819 W. 88TH STREET CHICAGO, ILL 60620-2448	CARRIER BROWN'S
----------------------------	--------------------------	--------------------	---	--------------------

NOR011

RELEASE
TO

NORTH SHORE STEEL INC.

P.O. BOX 247

TWO HARBORS, MN 55616

S
H
I
P
P
E
D
T
O

CONSUMER ENERGY

J.H. CAMPBELL COMPLEX

17000 CROSWELL

NORTH OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT	Subject to Section 7, or Conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse to the carrier, the carrier shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
1	<p>549. FABRICATED STEEL</p> <p>PARTIAL ORDER</p> <p><i>DRAMBLE T</i></p> <p>LOADS MUST</p> <p>BOTH LOADS BE TARPED</p> <p>BENT ANGLES</p> <p><i>CONNECTIONS</i></p> <p><i>Dale Zylke</i></p>	35,100	<p>(Signature of Consignor)</p> <p>If charges are to be prepaid, write or stamp here, "To be Prepaid."</p> <p>Received by _____ is hereby acknowledgment of the receipt of the property described herein.</p> <p>Agent of Consignor</p> <p>By _____ (The signature here acknowledges only the amount prepaid.)</p> <p>Charges advanced: \$ _____</p>

Title to the property herein described shall be voided in the case of non-delivery to the carrier, who has been designated by the consignor to be the agent of the consignee, and thereupon all right of the consignor to the property or responsibility therefor (except the right of stoppage in transit) shall cease.
Any claims for the damage, shortage or improper condition or non-conformity of property to description must be reported to the consignee within twenty-four (24) hours after arrival of property at destination, and consignee must be given due opportunity to investigate same. Failure so to report and permit investigation shall be conclusive evidence that the weights or count and condition of the property as specified in this Bill of Lading are correct, and that the property conforms to description, and the consignor may rely upon such evidence in making payment to its supplier or in accounting for said property to the owner thereof.

SHIPPER
RELIABLE GALVANIZING CO.
819 W. 88TH Street CHICAGO, ILLINOIS 60620-2448

35,100
Brown's TH
PER *Brown's* CARRYING AGENT

"This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation."

Consumers Energy

Count on Us

EXHIBIT F

RIR #

Truck Co.: Brown Trucking

Trailer #

Storage Location: East side of 9A
Gallery in lay down
yard.

**RECEIVING
INSPECTION REPORT**

DATE SHIPMENT RECEIVED 7-26-06

PICTURE NO. _____

COMPONENT DESCRIPTION

Truss section for 9A Gallery

North Shore Steel & Reliable Galvanizing

INSPECTION FOR:

SAT. UNSAT. N/A

A. SHIPPING PAPER PACKING LIST

☒ ☐ ☐

B. PECH MARK NUMBER

☒ ☐ ☐

C. REQUIRED COUNT

☒ ☐ ☐

D. VISIBLE DAMAGE TO ITEM(S) CONTAINER, PACKAGING, ETC.

☐ ☒ ☐

E. VISIBLE DAMAGE TO ITEM(S)

☐ ☒ ☐

REMARKS: (INCLUDING EXPLANATION OF ALL UNSATISFACTORY CONDITIONS)

Visible bending
in diagonal bracing - cracked welds

STORAGE LEVEL REQUIRED (CIRCLE ONE): A B C SPECIAL

COLOR TAG APPLIED: RED ☐ NONE ☐

FOR UNSATISFACTORY INSPECTION REFER TO:

OVER, SHORT, AND DAMAGE REPORTS

INITIAL INSPECTION HAS BEEN
PERFORMED

RECEIVING INSPECTOR

DATE

UNSATISFACTORY CONDITION HAS BEEN
INSPECTED

QC SUPERINTENDENT

DATE

THE CONSUMERS ENERGY REPRESENTATIVE HAS REVIEWED THE RIR AND IS AWARE OF ANY UNSATISFACTORY INSPECTION

CONSUMERS ENERGY REPRESENTATIVE

CONSTRUCTION MANAGER

7-26-06

DATE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

NORTHSHORE STEEL, INC.	)	Civil Action No. 08cv2147
)	
Plaintiff,	)	Judge Pallmeyer
)	
vs.	)	Magistrate Judge Denlow
)	
RELIABLE GALVANIZING)	
COMPANY,)	
)	
Defendant.)	

FILED

AFFIDAVIT OF SERVICE

JUN 02 2008 YM

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) ss.

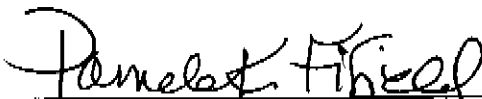
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

Pamela K. Fifield, being first duly sworn on oath, states that on the 30th day of May, 2008
she served the following:

1. Notice of Motion;
2. Plaintiff Northshore Steel, Inc.'s Rule 15 Motion to Amend Its Pleading and Memorandum in Support Thereof;
3. Proposed Agreed Order Granting Plaintiff's Motion to Amend Its Complaint;
4. Letter to the Clerk of Court,

on the following individual at the following address by depositing a true and correct copy thereof
in the Federal Express dropbox, addressed as follows:

Lauren Spira, Esq.
J. David Duffy, Esq.
Thompson Coburn, LLP
55 East Monroe Street, 40th Floor
Chicago, Illinois 60603


Pamela K. Fifield

Subscribed and sworn to before
me this 30th day of May, 2008.


Notary Public

